

**FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is GSAAdvantage.gov.

SIN 511210 PURCHASE OF EQUIPMENT

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers

Other Input/Output and Storage Devices, Not Elsewhere Classified

SIN 33411 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Microcomputers

Application Software

Utility Software

Contract Number: GS-35F-0046V

Period Covered by Contract: 10/27/08 – 10/26/23

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

**Gerber Scientific, Inc.
24 Industrial Park Road West
Tolland, CT 06084
860-870-8082
Fax: 860-870-2870
www.gerbertechnology.com**

Business size: Small Business

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!, and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
☐ The Geographic Scope of Contract will be overseas delivery only.
☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**Ordering Address:**

Gerber Scientific, Inc.
 24 Industrial Park Road West
 Tolland, CT 06084

Mailed Payment:

Gerber Scientific International
 PO Box 74700
 Chicago, IL 60694-4700

EFT, ACH or Wire Transfer Payment:

Gerber Scientific International
 BMO Harris Bank
 Account # 2646347,
 ABA # 071000288
 SWIFT: HATRUS44
 111 W. Monroe Street
 Chicago, IL 60603

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 1-800-222-7446.

Participating dealers, as listed in this Price List, may take orders, **BUT ARE NOT ALLOWED TO BILL OR RECEIVE PAYMENT.**

3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 001158195
 Block 30: Type of Contractor – Small Business
 Block 31: Woman-Owned Small Business - NO
 Block 36: Contractor's Taxpayer Identification Number (TIN): 06-0640743

4a. CAGE Code: 0N6J0

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION:

6. DELIVERY SCHEDULE:

(a) TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
511210	30 Days
33411	30 Days

(b) URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

(a) Government Educational Institutions receive the same discount as all other government customers

(b) See 132-12 terms and conditions for multi-year discounts

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: NONE

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 511210 - Purchase of Equipment

Special Item Number 33411 - Perpetual Software Licenses

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

(a) FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

(b) FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003):

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program. (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed at time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR

52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!:

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.:NetScape). The Internet address is <http://www.fss.gsa.gov>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs):

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS:

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION:

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 511210.

23. SECTION 508 COMPLIANCE:.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.gspinc.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement: This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5):

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY:

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 511210)**

1. MATERIAL AND WORKMANSHIP:

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDERS:

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT:

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

(a) INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment.

(b) INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 511210.

(c) OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE:

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- (a) Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- (b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (c) Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- (d) If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:
24 Industrial Park Road West, Tolland, CT 06084
1-800-828-5406
Call for return authorization, delivery, and shipping instructions. Defective equipment will be repaired or replaced within 5 working days after receipt.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES OF GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE
(SPECIAL ITEM NUMBER 33411)**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

(a) Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the software or the disk for a period of ninety (90) days, beginning on the first day after delivery.

(b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(c) Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The contractor, without additional charge to the Government, shall provide a hotline technical support number 860-828-5406 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 7:00 p.m. EST.

4. UTILIZATION LIMITATIONS - (33411)

(a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

(b) When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The

user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

5. SOFTWARE CONVERSIONS - (33411)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (33411), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

6. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

7. RIGHT-TO-COPY PRICING

Not Available.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Gerber Scientific, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

**BEST VALUE BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)_____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as the search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures:

Ordering Activity_____Date_____

Contractor_____Date_____

BLANKET PURCHASE AGREEMENT

CUSTOMER NAME _____ BPA NUMBER _____

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use Contractor Team Arrangements (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedule Team Solution to meet the customer's requirement.
- Customers make a best value selection.

AUTHORIZED DEALERS

Advantage Sign Supply, Inc.
Bldg 1, Suite 107
1155 East North Ave.
Fresno, CA 93725
Phone: 800-840-2063

Advantage Sign Supply, Inc.
Suite 303B
9208 Palm River Road
Tampa, FL 33619
Phone: 813-627-8700

Advantage Sign Supply, Inc.
240 Thornton Road, Suite B-1
Lithia Springs, GA 30122
678-945-7737

Advantage Sign Supply, Inc.
509 E. State Parkway, Unit A
Schaumburg, IL 60173
Phone: 847-781-0690

Advantage Sign Supply, Inc.
5313 W. 86th Street
Indianapolis, IN 46268
Phone: 317-871-3040

Advantage Sign Supply, Inc.
3939 N. Greenbrooke Dr SE
Grand Rapids, MI 49512-5328
Phone: 616-554-3300

Advantage Sign Supply, Inc.
1925 Oakcrest Ave., Suite 6
Roseville, MN 55113
Phone: 800-883-5659

Advantage Sign Supply, Inc.
211 Commerce Court Blvd.
Pottstown, PA 19464
Phone: 610-495-0071

Advantage Sign Supply, Inc.
9155 Sterling Street Suite 150
Irving, TX 75063
Phone: 800-975-9441

Advantage Sign Supply, Inc.
303 Ashcake Road, Suite J
Ashland, VA 23005
Phone: 804-798-5784

Creative Visual Systems
400 Apgar Drive, Unit G
Somerset, NJ 8873
Phone: 732 564-9790

Creative Visual Systems
61-43 186th Street
Fresh Meadows, NY 11365
Phone: 718-961-4347

Denco Sales Company
1960 Olivera Road
Concord, CA 94520
Phone: 925-822-0000

Denco Sales Company
4634 East Weathermaker
Fresno, CA 93703
Phone: 559-454-5095

Denco Sales Company
10280 Indiana Ct.
Rancho Cucamonga, CA 91730
Phone: 909-364-8517

Denco Sales Company
55 South Yuma Street
Denver, CO 80223-1207
Phone: 303-733-0607

Denco Sales Company
605 East 46th Street
Boise, ID 83714
Phone: 208-375-0100

Denco Sales Company
2211 Commercial Street N.E.
Albuquerque, NM 87107
Phone: 505-830-0212

Denco Sales Company
13209 NE David Circle
Portland, OR 97230
Phone: 503-235-0460

Denco Sales Company
6855 South 212th Street
Kent, WA 98032
Phone: 206-764-9180

Garston Sign Supplies, Inc.
570 Tolland Street
East Hartford, CT 6108
Phone: 860-289-3040

Garston Sign Supplies, Inc.
180 Commerce Drive
Rochester, NY 14623
Phone: 585-321-1610

Graphic Solutions Group, Inc.
11614 Richcroft Ave
Baton Rouge, LA 70814
Phone: 214-712-6229

Graphic Solutions Group, Inc.
6731 S. Eastern Avenue
Oklahoma City, OK 73149
Phone: 405-672-0555

Graphic Solutions Group, Inc.
10110 E. 55th Place
Tulsa, OK 74146
Phone: 918-664-2226

Graphic Solutions Group, Inc.
4601 Spring Valley
Farmers Branch, TX 75244
Phone: 214-748-3271

Graphic Solutions Group, Inc.
1293 N. Post Oak Road, Suite 190
Houston, TX 77055
Phone: 713-957-0850

Hyatt's Graphic Supply Company, Inc.
71 North Pearl Street
Buffalo, NY 14202
Phone: 716-884-8900

Interstate Electric
2625 W. Holly Street
Phoenix, AZ 85009
Phone: 323-803-2000

Interstate Electric
6860 Goodyear Rd.
Benicia, CA 94510
Phone: 707-747-5115

Interstate Electric
2240 Yates Ave.
City Of Commerce, CA 90040
Phone: 323-724-0420

Interstate Electric
5435 Procyon #100
Las Vegas, NV 89118
Phone: 702-798-9911

Midwest Sign & Screenprinting Supply
21054 Alexander Court
Hayward, CA 94545-1234
Phone: 510-732-5800

Midwest Sign & Screenprinting Supply
5301 Peoria Street, Unit F
Denver, CO 80239
Phone: 303-373-9800

Midwest Sign & Screenprinting Supply
45 East Maryland Avenue
Saint Paul, MN 55117-4610
Phone: 651-489-9999

Midwest Sign & Screenprinting Supply
1806 Vernon Street
North Kansas City, MO 64116
Phone: 816-333-5224

Midwest Sign & Screenprinting Supply
9313 J Street
Omaha, NE 68127-1206
Phone: 402-592-7555

Midwest Sign & Screenprinting Supply
5035 NW Front Avenue
Portland, OR 97210-1105
Phone: 503-224-1400

Midwest Sign & Screenprinting Supply
1160 South Pioneer Road
Salt Lake City, UT 84104
Phone: 801-974-9449

Midwest Sign & Screenprinting Supply
401 Evans Black Drive
Seattle, WA 98188-2912
Phone: 206-433-8080

Midwest Sign & Screenprinting Supply
16405 West Lincoln Ave.
New Berlin, WI 53151
Phone: 262-641-8550

Montroy Supply Company
SUITES 2 & 3
1905 S. Macdonald
Mesa, AZ 85210
Phone: 480-833-1486

Montroy Supply Company
2424 W. McDowell Road
Phoenix, AZ 85009
Phone: 602-269-6101

Montroy Supply Company
660 E. 19th Street #102
Tucson, AZ 85719
Phone: 520-622-7443

Montroy Supply Company
1601 South Maple Avenue
Montebello, CA 90640
Phone: 323-888-2129

Montroy Supply Company
4857 Mercury Street
San Diego, CA 92111
Phone: 858-277-3310

Montroy Supply Company
1307 East Warner Avenue
Santa Ana, CA 92705
Phone: 714-429-0650

Montroy Supply Company
2674 Raymond Avenue
Signal Hill, CA 90755-2128
Phone: 562-997-2920

Montroy Supply Company
1841 Enterprise Blvd.
West Sacramento, CA 95691
Phone: 916-372-1501

Montroy Supply Company
5075 Kingston Street
Denver, CO 80239
Phone: 303-371-3004

Montroy Supply Company
4260 W. Teco Ave.
Las Vegas, NV 89118
Phone: 702-362-6002

Montroy Supply Company
605 Boxington Way #106
Sparks, NV 89434
Phone: 775-331-1002

Montroy Supply Company
1649 West 1700 South, Suite 200
Salt Lake City, UT 84104
Phone: 801-954-8900

New England Sign Supply
7 Roessler Road
Woburn, MA 1801
Phone: 781-938-1498

One Shot Supplies, Inc.
815A Waiakamilo Road
Honolulu, HI 96817
Phone: 808-841-7683

One Shot Supplies, Inc.
67 Waiale Road
Wailuku, HI 96793
Phone: 808-242-6705

Pioneer Supply Co.
611 N. Hammonds Ferry Road
Linthicum, MD 21090
Phone: 410-609-1270

Pioneer Supply Co.
1150 Taylors Lane Unit #4
Cinnaminson, NJ 8077
Phone: 856-314-8299

Pioneer Supply Co.
1710 North Franklin Street
Pittsburgh, PA 15233
Phone: 800-545-2233

Reece Supply Company
5755 Oakbrook Parkway
Norcross, GA 30093
Phone: 770-326-7920

Reece Supply Company
1012 Distributors Row
Harahan, LA 70123
Phone: 504-733-7799

Reece Supply Company
2700 Hutchison McDonald Road
Ste N
Charlotte, NC 28269-4277
Phone: 855-425-1140

Reece Supply Company
Suite 130
3148 S 108TH East Avenue
Phone: Tulsa, OK 74146

Reece Supply Company
1530 Goodyear Drive, Suite J
El Paso, TX 79936
Phone: 915-592-9600

Reece Supply Company
2606 Bell Street
Houston, TX 77003
Phone: 713-228-9496

Reece Supply Company
3308 Royalty Row
Irving, TX 75062
Phone: 972-438-3131

Reece Supply Company
Suite 110
4960 Eisenhower Road
San Antonio, TX 78218-3716
Phone: 210-662-6898

Regional Supply, Inc.
3571 South 300 West
Salt Lake City, UT 84115
Phone: 801-262-6451

Tubelite Company, Inc.
3636 7th Avenue North, Unit B
Birmingham, AL 35222
Phone: 205-254-8000

Tubelite Company, Inc.
7310 W. Roosevelt, Suite 36
Phoenix, AZ 85043
Phone: 602-484-0122

Tubelite Company, Inc.
102 Semoran Commerce Place
APOPKA, FL 32703
Phone: 407-884-0477

Tubelite Company, Inc.
11205 NW 131st Street
Miami, FL 33178
Phone: 305-883-9070

Tubelite Company, Inc.
3875 Culligan Avenue, Unit H
Indianapolis, IN 46218
Phone: 317-352-9366

Tubelite Company, Inc.
10700 Twin Lakes Parkway
Charlotte, NC 28269
Phone: 704-875-3117

Tubelite Company, Inc.
300 E Park Street
Moonachie, NJ 7074
Phone: 201-641-1010

Tubelite Company, Inc.
1224 Refugee Lane
Columbus, OH 43207
Phone: 614-443-9734

Tubelite Company, Inc.
3111 Bellbrook Drive
Memphis, TN 38116
Phone: 901-396-8320